

VILLAGE OF PENINSULA, OHIO

RESOLUTION NO.: 40-2017

INTRODUCED BY: Ms. Holody

DATE PASSED: Dec. 28, 2017

AN EMERGENCY RESOLUTION AUTHORIZING AN AGREEMENT WITH STANTEC CONSULTING SERVICES INC. TO PERFORM DESIGN ENGINEERING SERVICES FOR A CENTRALIZED SANITARY SEWER COLLECTION AND TREATMENT SYSTEM FOR THE VILLAGE WASTEWATER SERVICE DISTRICT

WHEREAS, in connection with the preparation of a wastewater collection and treatment system preliminary engineering report, the Village followed the Qualifications-Based Selection Process and Laws and sought Requests for Qualifications from engineering firms experienced with wastewater projects pursuant to the specifications provided in the USDA Rural Utilities Service Standards and Specifications for Preliminary Engineering Reports for Water and Wastewater Programs pursuant to USDA Bulletin 1980-2 ; and

WHEREAS, proposals were received, the applicants were scored, and the top three rated firms were granted site visits and interviews; and

WHEREAS, Stantec Consulting Services Inc. ("Stantec") received the top score after the interview process, and the Village and Stantec were able to reach an understanding with respect to the price and scope of services for the project; and

WHEREAS, Stantec completed the Wastewater Collection and Treatment System Preliminary Engineering Report pursuant to the Village's specifications and the USDA Rural Utilities Service Standards and Specifications for Preliminary Engineering Reports for Water and Wastewater Programs pursuant to USDA Bulletin 1980-2; and

WHEREAS, because of the work performed by Stantec in connection with the Preliminary Engineering Report, Stantec is familiar with the background and details of Village's wastewater issues and requirements, and the Village has confidence in Stantec's qualifications and experience with such projects and ability to design a system for the Village's Wastewater Service District and assist the Village in identifying and procuring funding for the project; and

WHEREAS, the rates to be charged by Stantec and not to exceed price agreed to by Stantec are well below the project design phase estimate provided by the County of Summit Department of Sanitary Sewer Services for the Village's wastewater collection and treatment system project and are within the percentage of project cost guidelines provided in USDA Form 1780-1; and

WHEREAS, moving forward with the design phase of the project at this time will give the Village the opportunity to have the system design completed in time to best position the Village to receive a significant grant funding from the United States Army

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Corps of Engineers and take advantage of other funding sources for the project.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Peninsula, Summit County, Ohio, to wit:

SECTION 1. That Council hereby and herein authorizes the attached Agreement, or an agreement substantially similar thereto, with Stantec Consulting Services Inc. to perform design engineering services for a centralized sanitary sewer collection and treatment system for the Village Wastewater Service District based upon the Preliminary Engineering Report Stantec prepared for the Village.

SECTION 2. All formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council, and all deliberations of this Council or any of its committees that resulted in such formal action were taken in meetings open to the public and/or in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the residents of the Village of Peninsula for the reason that the Village desires to commence and complete the design work for the wastewater collection and treatment system project as soon as possible in order to best position the Village to receive significant funding for the project, and therefore, this Resolution shall take immediate effect upon its passage.

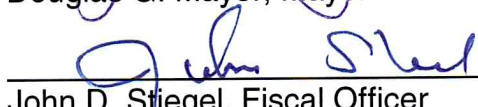
SECTION 4. Effective Date. This Resolution shall take effect on the 28 day of December, 2017.

IN WITNESS WHEREOF, we have hereunto set our hands this 28 day of December, 2017.

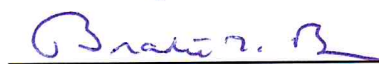
Passed:


Douglas G. Mayer, Mayor

Attest:

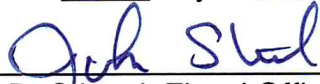

John D. Stiegel, Fiscal Officer

Approved as to Legal Form.


Bradric T. Bryan, Solicitor

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I, John D. Stiegel, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly passed by the Council of the Village of Peninsula, at a meeting held on the 28 day of December, 2017.



John D. Stiegel, Fiscal Officer

Posting Certificate

I, John D. Stiegel, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, hereby certify that there is no newspaper published in the Municipality, and publication of the foregoing Resolution was made by posting true and accurate copies thereof at five of the most public places in the Village as previously determined by Council, each for a period of at least fifteen days, commencing on the 31 day of December, 2017, as follows:

1. Terry Lumber & Supply;
2. Valley Fire District;
3. Peninsula Library & Historical Society;
4. Peninsula Village Hall Lobby; and
5. Peninsula Post Office.



John D. Stiegel, Fiscal Officer

AGREEMENT

THIS AGREEMENT is entered into this ____ day of December, 2017 by and between the Village of Peninsula ("Village" or "Peninsula"), an Ohio municipal corporation, which address is 1282 Main Street, P.O. Box 177, Peninsula, Ohio 44264, and Stantec Consulting Services Inc. ("Stantec"), a New York corporation, which local address is 30661 Red Rock Court, Logan, Ohio 43138. Peninsula and Stantec are sometimes referred to hereinafter collectively as "the Parties."

WHEREAS, the Village wishes to retain Stantec and Stantec wishes to be retained by the Village to conduct design and engineering of a centralized sanitary sewer collection and treatment system to defined portions of the Village, as is set forth in the Scope of Services that is attached hereto as Attachment A (the "Project"); and

WHEREAS, Stantec warrants that it is specially trained, experienced, and competent to perform the services outlined in the attached Scope of Services.

NOW THEREFORE, the Parties hereby agree as follows:

1. Scope of Services. Stantec shall provide and perform all of the services described in the Scope of Services that is attached hereto and incorporated herein by reference. All work shall be performed to customarily accepted professional standards. Moreover, the centralized sanitary sewer collection and treatment system shall be designed in accordance with the Standards of the County of Summit Department of Sanitary Sewer Services, and plans shall be submitted for review to the County Department of Sanitary Sewer Services at the 30%, 60%, 90%, and 100% completion phases.

2. Time for Completion of Work. All work contained in the Scope of Services shall be completed no later than July 30, 2019, provided, however, that extensions of time may be granted in writing by Peninsula upon the authorization of the Peninsula Council, which said extensions of time, if any, may be granted for reasons attributable to inclement weather, acts of God, or for other cause determined in the discretion of Council to be good and sufficient cause for such extension. Notwithstanding the above, Stantec agrees to extend its best efforts to complete the design work provided for in this Agreement prior to July 30, 2018 with the intent that such completed work will better position the Village to receive a grant from the United States Army Corps of Engineers.

3. Compensation. In return for performing the work specified in the Scope of Services, Stantec shall be paid for actual services performed pursuant to the rates provided in Attachment A, with the understanding that its total compensation under this Agreement for the work specified in the Scope of Services shall not exceed \$450,000.

4. Invoices. At the conclusion of each month, Stantec shall submit to the Village Fiscal Officer an invoice detailing all services performed and work accomplished under this Agreement in the prior month, including the number of hours of work performed, the personnel involved, and the tasks completed, as such tasks are set forth in the Scope of Services and

included Schedule of Fees and Charges. Upon request of the Village Fiscal Officer, Stantec shall provide sufficient documents or information evidencing the completion of the work set forth in the invoice. Invoices for services performed under this Agreement submitted pursuant to this paragraph will be paid by the Village within 40 days of receipt of the invoice by the Village Fiscal Officer.

5. Ownership of Documents, Information, and Report. The Village agrees that all Work Product provided to the Village by Stantec is for the use of the Village only. Stantec shall not have any liability to any person or entity that obtains the Work Product from or through the Village.

6. Non-Assignment and No Subcontracting of Agreement. Because this Agreement is intended to secure the specialized services of Stantec, Stantec may not assign, transfer, or delegate any task of this Project to any other person or entity without the prior written consent of the Village Council. Unless otherwise set forth in the Scope of Services, Stantec shall perform the work contemplated by this Agreement with resources available within its own organization, and no portion of the work shall be subcontracted without written authorization from the Village Council.

7. Applicable Law and Venue. This Agreement and the validity, enforceability, and interpretation of any of its terms shall be determined and governed by the laws of the State of Ohio, and any action pertaining to this Agreement shall be venued in a court of competent jurisdiction in Summit County, Ohio.

8. Notices. All notices and other communications required or permitted by this Agreement shall be in writing and shall be deemed given if delivered by hand with written acknowledgement of receipt; mailed by certified mail or overnight mail with proof of delivery; or emailed to the appropriate party at the following address (or such other address for a party as shall be specified by notice pursuant hereto):

If to Peninsula, to:	Village of Peninsula Fiscal Officer 1282 Main Street P.O. Box 177 Peninsula, Ohio 44264 Phone: 330.657.2151 Email: admin@villageofpeninsula-oh.gov
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With copy to:	Bradric Bryan, Solicitor, Village of Peninsula Goodwin & Bryan, LLP 22050 Mastick Road Fairview Park, Ohio 44126 Phone: 440.686.9000 Email: bbryan@gbs-llp.com
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If to Stantec, to:	Gary D. Silcott, Jr., P.E., Principal Stantec Consulting Services Inc.
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30661 Red Rock Court
Logan, Ohio 43138
Phone: 740.380.2828
Email: gary.silcott@stantec.com

9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and no changes hereto shall be binding unless in writing, signed by both of the Parties.

10. Limitation of Liability. The total amount of all claims the Village may have against Stantec under this Agreement or arising from the performance or non-performance of the services under this Agreement shall not exceed \$1,000,000.

11. Authorization. Execution of this Agreement on behalf of the Village has been authorized and directed by Village Council by Resolution No. 40-2017 adopted on December 28, 2017. This Agreement has been authorized and executed by Stantec by Principal Gary D. Silcott, Jr., who has the authority to enter into this Agreement on behalf of Stantec.

WHEREFORE, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF PENINSULA

Date

By: _____

Print Name: _____

Title: _____

STANTEC CONSULTING SERVICES INC.

Date

By: _____

Print Name: Gary D. Silcott, Jr.

Title: Principal



PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Attached to and forming part of the AGREEMENT BETWEEN:

VILLAGE OF PENINSUAL

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "STANTEC")

EFFECTIVE: December 28, 2017

This Attachment details the SERVICES, CONTRACT TIME, CONTRACT PRICE, ADDITIONAL CONDITIONS and ADDITIONAL ATTACHMENTS forming part of the above described AGREEMENT.

SERVICES: STANTEC shall perform the following SERVICES:

- Design and Engineering for approximately 13,000 LF of 8 inch sanitary sewer, 3,765 LF of Force Main, 6,750 LF of 6 inch service line, 42 manholes, 1 grinder pump, 1 lift station. This will include Title Sheet, Plan and Profile Sheets, General Notes, Quantities, Standard Construction Detail Sheet(s), Lift Station and Grinder Pump Detail Sheets for use in getting Permit To Install and bidding the project.
- Design and Engineering of a 45,000 GPD conventional or MBR WWTP. This will include a Title Sheet, General Notes, Hydraulic Grade Line and Process Detail Sheets for use in getting a Permit To Install and bidding the project.
- Prepare for and attend up to 3 total public meetings; defined as public meetings with Village Council; Planning Commission; or residents, property owners or occupants; to discuss project details, next steps and to discuss construction.
- Preparation of OEPA NPDES Permit and Permit to Install Application including preparation of all forms as well as prepare for and attend any Public Meetings required for the NPDES.
- Assist Ohio RCAP with the preparation of funding applications including providing project details, costs estimates and useful life certifications.
- Assist the Village with securing easement(s) and /or property negotiations including preparation of Exhibits to be used and coordinate with legal counsel for completion.
- Preparation of bid documents, specifications and administer the bidding process including coordinate bid dates and times, prepare and distribute bid documents to perspective bidders, prepare for and attend bid opening, prepare bid tabulation and bid recommendation to the client.
- Client will be responsible for all permit fees from other agencies

(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: January 2, 2018

Estimated Completion Date: July 31, 2019

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate STANTEC as follows:

In return for performing the work specified in the Scope of Services, Stantec shall be paid for actual services performed pursuant to the rates provided in Attachment A, with the understanding that the total compensation under this agreement for the work specified in this Scope of Services (which includes the FRD and project specific usage, external services, and other charges referenced below) shall not exceed \$450,000.

An eight percent (8%) flat rate disbursement (FRD) recovery charge will be applied to the STANTEC fees to cover miscellaneous project expenses, internal incidental printing, copying and plots, film, CDs and report materials; communications expenses (e.g., faxes, office and mobile phones, blackberries, pagers, and other devices); office expenses (e.g., postage, couriers,

PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

equipment, common software and other supplies); staff local mileage/kilometrage; and archive maintenance. As this is a FRD, no supporting document will be provided with invoices.

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to STANTEC with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on STANTEC's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, STANTEC's charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

ADDITIONAL CONDITIONS:

The following additional conditions shall be read in conjunction with and constitute part of this AGREEMENT:

No Additional Conditions

ADDITIONAL ATTACHMENTS:

The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:

Rate Table 1

INSURANCE REQUIREMENTS:

Before any services are provided under this agreement, STANTEC shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by STANTEC in the amount of \$1,000,000 per claim and in the aggregate.

Workers' Compensation: As prescribed by applicable law.

Certificates: Upon request, STANTEC shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

2017 US Billing Level Rate Tables Employees

Minimum Billing Level	Billing Rate Table A	Industrial Rates	Billing Rate Table B	Billing Rate Table C	Billing Rate Table 1	Billing Rate Table D	Billing Rate Table 2	Billing Rate Table E	Billing Rate Table 3	Billing Rate Table 4	Billing Rate Table 5	Billing Rate Table 6	Billing Rate Table 7	Billing Rate Table 8	Billing Rate Table 9
3	\$63	\$66	\$68	\$70	\$73	\$75	\$75	\$78	\$78	\$82	\$85	\$89	\$100	\$109	\$122
4	\$69	\$73	\$75	\$78	\$80	\$83	\$83	\$85	\$87	\$90	\$96	\$99	\$111	\$122	\$136
5	\$75	\$79	\$81	\$84	\$88	\$90	\$93	\$94	\$95	\$101	\$104	\$109	\$121	\$134	\$147
6	\$82	\$86	\$88	\$91	\$95	\$98	\$101	\$105	\$105	\$109	\$114	\$119	\$134	\$146	\$161
7	\$87	\$92	\$94	\$98	\$101	\$105	\$109	\$112	\$113	\$118	\$123	\$129	\$145	\$158	\$174
8	\$92	\$97	\$99	\$103	\$108	\$111	\$117	\$118	\$122	\$127	\$133	\$141	\$157	\$172	\$189
9	\$98	\$103	\$106	\$110	\$117	\$117	\$125	\$125	\$131	\$137	\$145	\$153	\$170	\$186	\$204
10	\$108	\$114	\$117	\$121	\$125	\$130	\$135	\$139	\$141	\$150	\$158	\$166	\$184	\$201	\$222
11	\$114	\$120	\$123	\$128	\$133	\$137	\$144	\$146	\$152	\$162	\$172	\$181	\$200	\$219	\$240
12	\$119	\$125	\$128	\$133	\$140	\$142	\$154	\$160	\$166	\$177	\$186	\$198	\$218	\$239	\$259
13	\$126	\$133	\$136	\$141	\$147	\$152	\$165	\$170	\$178	\$191	\$202	\$217	\$236	\$258	\$282
14	\$137	\$144	\$148	\$153	\$153	\$164	\$175	\$175	\$191	\$205	\$219	\$235	\$254	\$277	\$302
15	\$153	\$161	\$165	\$171	\$177	\$183	\$184	\$196	\$201	\$217	\$234	\$252	\$275	\$295	\$321
16	\$178	\$187	\$192	\$199	\$207	\$210	\$212	\$218	\$221	\$233	\$247	\$270	\$290	\$311	\$335
17	\$202	\$213	\$218	\$227	\$236	\$240	\$242	\$250	\$257	\$269	\$280	\$295	\$308	\$322	\$339
18	\$237	\$250	\$256	\$266	\$273	\$277	\$283	\$290	\$300	\$313	\$325	\$343	\$357	\$375	\$392
19	\$267	\$281	\$288	\$299	\$313	\$315	\$319	\$320	\$325	\$332	\$338	\$350	\$357	\$378	\$385
20	\$298	\$314	\$322	\$334	\$347	\$350	\$354	\$357	\$361	\$369	\$375	\$382	\$388	\$396	\$402
21	\$327	\$344	\$353	\$366	\$383	\$387	\$390	\$395	\$397	\$404	\$410	\$417	\$424	\$431	\$443

- Approx. Annual amounts shown above are based upon 2080 hours worked
- RL or RBL approval is required to assign a billing level lower than what an employee's salary/rate dictates